

**RESOLUTION No. 22-80**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO RETAIN BALLARD PARTNERS INC. TO PROVIDE LOCAL ADVOCACY AND COMMUNITY RELATIONS CONCERNING THE SITE SELECTION OF THE FUTURE LOCATION FOR MIAMI-DADE COUNTY'S NEW RESOURCE RECOVERY FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral authorized the City Attorney to retain Ballard Partners, Inc. to assist the City by advocating on behalf of the City before local elected officials, appointed officials and county staff of Miami-Dade County, Florida; and

**WHEREAS**, the City determined that it was in its best interest to retain Ballard Partners, Inc. to advocate on behalf of the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Authorization.** The City of Doral hereby authorizes the City Attorney to execute the contract for Services attached as Exhibit "A" and retain Ballard Partners, Inc. to represent the City's interests before the local governments of Miami-Dade County, FL and to meet with strategic partners, community leaders, and other elected and non-elected community key influencers.

**Section 3. Approval.** The Mayor and City Council hereby approve to the use of funds in the amount of \$45,000.00 for these services from General Government, Professional Services #001.50005.500310 for Fiscal Year 2021-2022.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Not Present at time of Vote
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes


PASSED AND ADOPTED this 11 day of May, 2022.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

## CONTRACT FOR SERVICES

This contract is entered into between City of Doral (“the Client”), 8401 NW 53rd Terrace Doral, Florida 33166, and Ballard Partners, Inc. (“the Firm”), 201 East Park Avenue, 5th Floor, Tallahassee, FL 32301.

### Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client’s interests before the local governments of Miami-Dade County, FL; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on May 3, 2022 and shall remain effective until November 2, 2022 (“initial term”) at which time the City may extend this agreement for one-year terms in accordance with terms and conditions that are agreeable to each party. This agreement may be terminated within thirty (30) days written notice by either party.

2. Duties of The Firm. It shall be the Firm’s duty to provide local advocacy and community relations. The Firm shall advocate on behalf of the Client before local elected officials, appointed officials and county staff of Miami-Dade County, FL. Additionally, we will use best efforts to provide meeting opportunities with strategic partners, community leaders, and other elected and non-elected community key influencers, and inform the Client of developments and feedback relevant to the Client’s operations.

3. Duties of The Client. It shall be the Clients’ duty to inform the Firm of its wishes with regard to its advocacy and to provide the Firm the information necessary to best represent the Client. It shall also be the Clients’ duty to timely compensate the Firm for its services.

4. Compensation. The Firm shall receive from the Client a fee of \$45,000 for this agreement, plus the reasonable costs associated with the representation, including but

not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The fee shall be paid in monthly installments of \$7,500 a month, beginning May 3, 2022, and continuing to be due on the third day of each month until the termination of the agreement. The Firm will bill its costs monthly.

**CITY OF DORAL**

**BALLARD PARTNERS, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: Brian D. Ballard  
Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_